

PREDETERMINATION SETTLEMENT AGREEMENT

PARTIES TO THE SETTLEMENT AGREEMENT:

CP# 01-15-66832

HUD# 07-15-0245-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ROBERT A. HEEMSBERGEN

160 40TH Avenue

Runnells, Iowa 50237

LAURA J. HEEMSBERGEN

160 40TH Avenue

Runnells, Iowa 50237

COMPLAINANT

SHANNON K. ALFF

205 North Main Street Apartment 1

Prairie City, Iowa 50228

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their “no-pets” policy for an assistance animal, which resulted in different terms and conditions of rental based on disability. Complainant further alleged retaliation; she claimed after she informed Respondent Robert Heemsbergen that she was filing a complaint with HUD and the Iowa Civil Rights Commission (hereafter referred to as the Commission), he told her he was going to evict her. Respondents own or manage the subject property, a four-unit apartment complex located at 205 North Main Street Apartment 1, Prairie City, Iowa 50228.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents agree the ICRC makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11A.

Respondents agree the Fair Housing Act (FHA) makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title. 42 U.S.C. 3617

3. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

4. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

5. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

6. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals - defined as service animals, emotional support animals, therapy animals or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondents acknowledge that allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Housing providers cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

10. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

11. Because, pursuant to Iowa Code § 216.15A(2)(d), 42 U.S.C. 3610(b)(4), and 24 CFR 103.330(b), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

12. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban

Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

13. Respondents agree Robert and Laura Heemsbergen, and each of Respondents' current employees or agents who are involved in the management or operation of residential rental properties, will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with disabilities, and laws prohibiting retaliation, interference, coercion and intimidation.

The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

New Policy and Practice

14. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. § 3601 et seq. Respondents agree, within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondents' said procedures with a copy of their reasonable accommodation policy and applicable forms.

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall adopt a Reasonable Accommodation Policy for Persons with Disabilities in a form substantially equivalent to Attachment 1. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachment 2), or
- Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form,

(Attachment 3)

- Approval or Denial of Reasonable Accommodation Request

(Attachment 4)

Relief for Complainant

15. Respondents agree, on January 13, 2015, Complainant provided Respondents with a copy of the medical documentation issued to her by her health care provider dated January 12, 2015 (Attachment 5), verifying her need for an assistance animal. Respondents also agree Complainant and her healthcare provider have completed Attachment 2 dated January 27, 2015, verifying her disability and need for an assistance animal (Attachment 6).

Upon receiving a copy of Complainant's signed Settlement Agreement, Respondents agree to immediately grant Complainant's reasonable accommodation request and allow her assistance animal to live with her at the subject dwelling.

Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainant and the Commission, stating documentation has been placed in Complainant's tenant file verifying Respondents have granted her reasonable accommodation request and allowed her assistance animal to live with her at the subject dwelling.

16. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. The terms, rules and language in Complainant's lease agreement will comply with the Iowa Uniform Residential Landlord/Tenant Act and other applicable state and federal laws and approved by Complainant's attorney.

Complainant agrees to follow Respondents' rules and regulations and lease agreement. Complainant agrees she is solely responsible for the conduct of her assistance animal.

17. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to pay Complainant \$1,900.00 without any deductions. Complainant shall be fully liable for any taxes associated with the settlement amount. Respondents agree the Settlement Check will be made out to Complainant and will be mailed to Natalie Burnham with the Iowa Civil Rights Commission at the address listed on page one of this Agreement. Ms. Burnham will send the Settlement check to Complainant. Complainant shall be fully liable for any taxes associated with the settlement amount.

18. Respondents agree to rescind their notice to terminate Complainant's tenancy effective March 1, 2015, and subsequent notice to quit. Respondents agree to remove all records and documents from Complainant's tenant file related to:

- January 20, 2015 termination of tenancy.
- January 20, 2015 notice to quit.

Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to Complainant and the Commission stating Respondents have removed above-cited documents from Complainant's tenant file and Respondents' records.

19. Prior to executing this Agreement, Respondents agree to do a check of Apartment 1, with Complainant and her representative present, to confirm there are no cleaning issues or damage to Apartment 1, and Complainant has maintained it in the same condition as when Complainant moved in, in June of 2013; normal wear and tear excepted.

Within seven (7) days of conducting the March 2015 check of Apartment 1, Respondents agree to submit a written report to the Commission, detailing the current condition of Apartment 1.

20. Complainant agrees to vacate the subject property on or before May 31, 2015. Respondents agree Complainant will continue on her current month-to-month lease and its terms until May 31, 2015. Respondents agree to release Complainant from the terms of her rental agreement prior to May 31, 2015, so long as Complainant first provides 30 days' written notice.

Once Complainant has vacated Apartment 1, Respondents agree to do a check-out of Apartment 1, with Complainant and her representative present, to confirm that it has been turned over to Respondents in the same condition as when it was inspected in March 2015; normal wear and tear excepted.

Within seven (7) days of conducting the check-out, Respondents agree to submit a written report to the Commission.

21. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property. Respondents agree they will provide the dates of Complainant's tenancy, and state she has fulfilled the requirements of her lease agreement. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint.

Within ten (10) days of receiving a Closing Letter from the Commission,

Respondents agree to note in Complainant's tenant file information describing this promise and responsibility concerning a neutral reference.

Within ten days of the Respondents' receipt of a Closing Letter from the Commission, Respondents agree to send Complainant a neutral landlord reference letter. The Landlord letter will document the dates of Complainant's tenancy, and that she has fulfilled the requirements of her lease agreement.

Within ten (10) days of receiving a Closing Letter from the Commission,

Respondents agree to send a copy of the landlord reference letter to the Commission, and a copy of the note placed in Complainant's tenant file describing Respondents responsibility to provide both verbal and written neutral landlord references for Complainant.

Respondents' obligation to provide a neutral reference is mutually dependent on Complainant's adherence to Respondents' rules, regulations, lease agreement, and that upon vacating apartment 1 she leaves the apartment in clean and undamaged condition; normal wear and tear excepted.

22. Respondents agree to pay \$500 of Complainant's attorney fees, less no deductions. Within seven (7) days of the date on the Closing Letter from the Commission, Respondents agree to make the Settlement Check out to Disability Rights Iowa and to mail the check to Scott Lyon, Disability Rights Iowa, 400 East Court Avenue, Suite 300, Des Moines, Iowa 50309.

Respondent also agrees to send a copy of the Settlement Check to the Commission within seven (7) days of mailing the check to Disability Rights Iowa.

Reporting and Record-Keeping

23. Within ten (10) days of completing the fair housing training, Respondents shall forward to the Commission objective evidence that the training has been completed, as evidence of compliance with Term 13 of this Agreement.

24. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission detailing Respondents' reasonable accommodation procedures with a copy of their reasonable accommodation policy and applicable request forms, as objective evidence that Respondents have adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 14 of this Agreement.

25. Within ten (10) days of receiving a Closing Letter from the Commission, Respondent agrees to send a letter to both Complainant and the Commission, stating documentation has been placed in Complainant's tenant file verifying Respondent have granted her reasonable accommodation request and allowed her assistance animal to live with her at the subject dwelling, as evidence of compliance with Term 15 of this Agreement.

26. Within seven days (7) days of receiving a Closing Letter from the Commission, Respondents agree to send Complainant's \$1,900.00 settlement check to the Commission, as evidence of compliance with Term 17 of this Agreement.

27. Within ten (10) days of receiving a Closing Letter from the Commission, Respondents agree to send a letter to both Complainant and the Commission, stating Respondents have removed from Complaint's tenant file and Respondents' records the January 20, 2015 termination of tenancy and notice to quit, as evidence of compliance with Term 18 of this Agreement.

28. Within seven (7) days of conducting the March 2015 check of Apartment 1, Respondents agree to submit a written report to the Commission, detailing the current condition of Apartment 1, as evidence of compliance with Term 19 of this Agreement.

29. Within seven (7) days of conducting the check-out of Apartment 1, after Complainant vacates the subject property, Respondents agree to submit a written report to the Commission, as evidence of compliance with Term 20 of this Agreement.

30. Within ten (10) days of receiving a Closing Letter from the Commission,

Respondents agree to send a copy of the landlord reference letter issued to Complainant, to the Commission, and a copy of the note placed in Complainant's tenant file describing Respondents responsibility to provide verbal and written neutral landlord references for Complainant, as evidence of compliance with Term 21 of this Agreement.

31. Respondent will send a copy of the Settlement Check to the Commission within seven (7) days of mailing the check to Disability Rights Iowa, as evidence of compliance with Term 22 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street

Des Moines, Iowa 50319

Signatures on the Following Page (Page 10)

_____	_____
Robert A. Heemsbergen, RESPONDENT	Date

_____	_____
Laura J. Heemsbergen, RESPONDENT	Date

Shannon K. Alff, COMPLAINANT

Date

Don Grove, Acting Executive Director

Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323

Attachment 2

Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: _____

Today's Date: _____

Signature of Tenant or Applicant: _____

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: _____

Address: _____

Telephone: _____

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

I need this reasonable accommodation because:

Requester	Date
-----------	------

Apartment Manager	Date
-------------------	------

To be completed by Applicant's health care provider if the disability-related need for the assistance animal is not readily apparent to or already known by the Landlord

Does the Applicant have a physical or mental impairment that substantially limits one or more major life activities? Yes _____ No _____

Is an assistance animal required to work, provide assistance, perform tasks or services to relieve the Applicant's physical or mental impairment, or to provide emotional support that alleviates one or more

of the identified symptoms or effects of the Applicant's existing physical or mental impairment? Yes _____ No _____

If you answered "yes" please explain what disability-related assistance or emotional support the assistance animal provides to alleviate one or more of the identified symptoms or effects of an existing disability. If the disability is not obvious, housing providers may request that a health care provider verify the disability. Health care providers are not required to provide descriptive details about the disability or the specific diagnosis.

Health Care Provider

Date

Business Address of Health Care Provider:

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On _____, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

Signature of Tenant or Applicant: _____

Name of Tenant or Applicant: _____

Address: _____

Date: _____

I, the undersigned, Apartment Manager of _____ Apartments:

☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.

☐ Granted the request.

☐ Explained the request could not be evaluated until the following additional information is provided.

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: _____

Address: _____

On _____, you requested the following reasonable accommodation:

We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

Date change(s) will be made: _____

¶ To deny your request. We denied your request because:

In making this denial decision, we relied on information provided by the following people or documents:

¶ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

Apartment Manager

Date

Total of Value of Mediation to Complainant \$2,400 (\$1,900 settlement to C and \$500 attorney fee paid to C's attorney).